

Translation of Excerpt (Paragraphs II and III, Page 7, and Pages 8-9) of Resolution No. 2453 of September 1, 2010

II. That for this reason, on February 2, 2010, the Notices of Administrative Penalty 6825, 6826, 6828, 6829, 6831 and 6832 were established against the Norberto Odebrecht-Alstom-Va Tech Consortium, officers and former officers of the Hidropastaza Company, having been legally notified in the form and dates shown below, The parties were informed of the basis of the observation and were granted a period of sixty days in accordance with the provisions of Article 53, paragraph 1, of the *Organic* Law of the Comptroller General of the State, in order for them to answer and present the pertinent evidence in their defense.

Notice Number and Names	Notification	Dates
6825 Norberto Odebrecht – Alstom -Va Tech Consortium	Published on the "HOY" Newspaper	02/17/2010
6826 Germán Bolívar Anda Naranjo	In person	02/27/2010
6828 Luis Alfredo Mancero Gallegos	In person	02/09/2010
6829 Jorge Emilio Guerrero Hernández	In person	02/09/2010
6831 Julio Hermann Saa Berstein	In person	02/17/2010
6832 José Conceicao Santos Filho	In person	02/10/2010

The evidence submitted for the present administrative action contains aspects of a technical nature, which is why the Department of Liabilities requested a technical report on the evidence, so that the Department of Projects and Environmental Auditing could issue its opinion, therefore, the present resolution is also supported by the criteria issued by the aforementioned Department by means of Memorandum 1118 DIAPA dated August 10, 2010.

III. That within the legal term, the parties involved answered the Notices of Administrative Penalty by means of communications sent to the Comptroller General of the State, according to the date shown below:

DEFENSE TRIAL  
EXHIBIT

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22-CR-20114-KMW

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	Date	Communication
a) 6825		
Norberto Odebrecht - Alstom		
- Va Tech Consortium	04/22/2010	38987
	08/05/2010	69453

Taking into consideration the basis for the Notices of Administrative Penalty, the legal representative of the Norberto Odebrecht Consortium in his communication states that:

As in Addendum No. 8, the right of the Construction Consortium to request the execution of Addendum No. 9 arises from the fulfillment of three fundamental conditions: i) the contractual condition, agreed in Clause Six, Paragraph 6.2. "Adjustment Events", paragraph (b) of Paragraph IX of the Construction Contract, which is the law of the parties; (ii) The fact that it has been proven that there were indeed differences in the geological/geotechnical conditions contemplated in Exhibit 1, Volume 3 of the Second Amending Contract to the Concession Contract, which was demonstrated by the Construction Consortium and highlighted by the Technical and Legal reports obtained by Hidropastaza; and, iii) The fact that due to the variations in the geological/geotechnical conditions of the headrace tunnel between KP 9+830 to 0+090, the economic-financial balance of the Construction Contract had to be maintained and therefore its commutative nature had to be maintained in order to safeguard the execution of the works.

Addendum No. 9 arises as a consequence of the claim presented to Hidropastaza by the Construction Consortium in its Official Letter No. OEC-PHSF-DP-132-2006 dated July 10, 2006, which is an integral part of Addendum No. 9, in which a calculation of the economic impacts suffered by the latter as a consequence of the geological-geotechnical variations found during the execution of the Pipeline Tunnel with respect to the conditions originally foreseen is presented.

Thus, Addendum No. 9 covers and quantifies the additional work, longer stay, non-productivity, idleness and additional costs incurred by the Consortium in the construction of the headrace tunnel between KP 9+830 to 0+090.

The claim raised by Construction Consortium in Addendum Ho. 9 amounted to USD 5,448,523.85.

Based on the Technical and Legal Reports obtained by Hidropastaza, the final amount agreed for the indemnification of this claim was USD 4,700,000, which is the amount of Addendum No. 9.

In paragraphs 91 to 116 of the document of response to the Notice of Administrative Penalty, the Construction Consortium presents technical grounds of discharge, similar to those detailed in the analysis of the previous Notice of Administrative Penalty. However, it is necessary to consider paragraph 122, which states:

"122. In short, if there were additional services performed by the Consortium (Addenda Nos. 8 and 9) and these, together with the entire work, allegedly presented flaws, these flaws were corrected at the Consortium's cost (as indeed the Comptroller General of the State acknowledges). It cannot therefore be claimed that, in addition to having succeeded in having the Consortium carry out the repairs at the Consortium's cost, the State should recover the amounts of Addenda Nos. 8 and 9 through an additional Notice of Administrative Penalty imposed on the Consortium, since it would be charging a double indemnity (repairing the damage at the Consortium's cost and, in addition, recovering through the Notice of Administrative Penalty the value paid for the allegedly poorly executed work)."

b)	Date	Communication
6826	04/14/2010	036368
Germán Bolívar Anda Naranjo		
6828		
Luis Alfredo Mancero Gallegos	04/08/2010	034966
6829		
Jorge Emilio Guerrero Hernández	04/08/2010	02491
6831		
Julio Hermann Saa Berstein	04/16/2010	037402
6832		
José Conceicao Santos Filho	04/07/2010	034092

In this regard, the interested parties in their communication agree in pointing out that the members of the board of directors *and* the president were not authorized to demand the presentation and delivery of the aforementioned reports, since the contractual relationship was directly with Hidropastaza's administration, as stated in paragraph 12 of the second clause of the contract signed between Hidropastaza and Asociación FURNAS-INTEGRAL. They indicate that for the liquidation of Addendum 9, the technical report of the Project's supervision was in charge of the Asociación FURNAS-INTEGRAL, who carried out, according to the joint and several recipients of the Notice of Administrative Penalty, the permanent auditing and supervision that judging by the content of the monthly reports delivered to Hidropastaza, it is possible to verify the compliance with the technical specifications implemented according to the characteristics of the rock massif, which through project logbooks raised observations and demanded corrections in several construction phases, it is possible to verify the compliance with the technical specifications implemented according to the characteristics of the rock massif, which through project logbooks raised observations and demanded corrections in several construction phases, the same that were verified, thus releasing each of the structures in the process of reception entry. Finally, they claim to prove their assertions with the attached documentation.

**AFFIDAVIT**

I, **Juan F. Alban-Naranjo**, under penalties of perjury, declare:

1. My name is **Juan F. Alban-Naranjo**, I am over the age of eighteen (18) years, and I am competent to make this affidavit. The statements contained herein are true and correct.
2. I am certified as a Spanish<>English interpreter by the state court systems in Florida and California.
3. I am an experienced bilingual translator who is fluent in both the English and Spanish languages.
4. Pursuant to Florida Statute § 90.606, I translated the item below from Spanish to English to the best of my knowledge, ability and belief and the translations are in fact true and accurate.

See Exhibit "A" attached hereto

5. I have no affinity or consanguinity with the participants of the translated document.

Pursuant to Florida Statute § 92.525(2), under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Juan F. Alban-Naranjo

Juan F. Albán-Naranjo

April 1, 2024

DATE

STATE OF Texas

COUNTY OF Collin

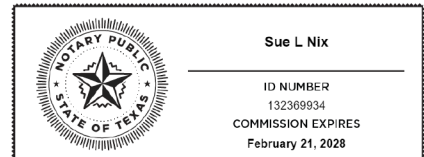
Sworn to (or affirmed) and subscribed before me on April 1, 2024, by Juan F. Alban-Naranjo.

Sue L Nix

NOTARY PUBLIC, or other person authorized  
to administer an oath

Sue L Nix

Printed, typed or stamped commissioned name  
of Notary Public



☐ Personally known

☒ Produced identification Electronically signed and notarized online using the Proof platform.

Type of identification produced: Florida Driver's License A-415-426-70-0570

Exhibit "A"

1-1, Resolution No. 2446, August 26, 2010

1-2, Resolution No. 2448, August 27, 2010

1-3, Resolution No. 2449, September 1, 2010

1-4, Resolution No. 2450, September 1, 2010

1-6, Resolution No. 2452, September 1, 2010

1-7, Resolution No. 2453, September 1, 2010

1-8, Resolution No. 2454, September 1, 2010